

AN ORDINANCE approving the awarding of Reference #1560 by the City of Fort Wayne, Indiana, by and through its Department of Purchasing and RON LUNZ INC.; INGE LAWN SERVICE; SIEBOLD-PRICE TREE & LANDSCAPE CO.; T.R. YARBERRY LANDSCAPE; AND REINHART'S LANDSCAPING INC. for the Neighborhood Code Enforcement Department.

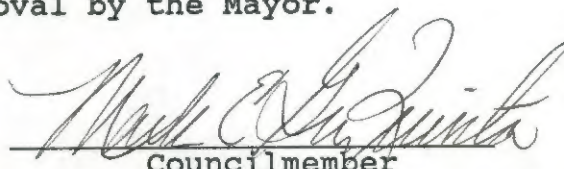
NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA;

SECTION 1. That Reference #1560 between the City of Fort Wayne, by and through its Department of Purchasing and RON LUNZ INC.; INGE LAWN SERVICE; SIEBOLD-PRICE TREE & LANDSCAPE CO.; T.R. YARBERRY LANDSCAPE; AND REINHART'S LANDSCAPING INC. for the Neighborhood Code Enforcement Department, respectfully for:


mowing and trimming services during 1991 for the Neighborhood Code Enforcement Department;

involving a total cost of Sixty-One Thousand and no/100 Dollars (\$61,000.00) - (LUNZ - \$15,000.00; INGE- \$15,000.00; SIEBOLD-PRICE - \$15,000.00; YARBERRY- \$8,000.00; REINHART'S - \$8,000.00), all as more particularly set forth in said Reference #1560 which is on file in the Office of the Department of Purchasing, and is by reference incorporated herein, made a part hereof, and is hereby in all things ratified, confirmed and approved.

SECTION 2. That this Ordinance shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.


Councilmember

APPROVED AS TO FORM
AND LEGALITY


J. Timothy McCaulay, City Attorney

REF. NO.:	1560
DEPT.:	N C E D
DATE:	4/2/91
ITEM/SERV.:	MOWING/TRIMMING

PURCHASING INFORMATION

ADVERTISED BID:	YES
DATES ADVERTISED:	2/25/91 & 3/4/91
OPENING DATE:	3/21/91
WRITTEN QUOTE:	
DUE DATE:	
VERBAL QUOTE:	
SINGLE SOURCE:	

NO. OF VENDORS NOTIFIED:	22
NO. OF VENDORS RECEIVING BID:	8
NO. OF VENDORS RETURNING BID:	5
NO. OF VENDORS DISQUALIFIED:	0
NO. OF VENDORS NOT RESPONDING:	17
DATE SENT TO DEPT FOR RECOMM.:	3/21/91
DATE RECOMMENDATION REC'D IN PURCH:	4/2/91

COUNCIL INFORMATION	DATES SENT	EXTENSION DATES
DATE INFO SENT TO LAW DEPT.:	4/2/91	
INTRODUCTION DATE:	4/9/91	
DISCUSSION DATE:	4/16/91	
PASSAGE DATE:	4/23/91	
ORDINANCE NO.:		

REFERENCE NO. 1560
WEED REMOVAL
3-21-91

DESCRIPTION	RON LUNZ	INGE LAWN	SIEBOLD PRICE	YARBERRY	REINHART'S
MOWING PER HOUR	\$25.00	\$20.00	\$25.00	\$35.00	\$45.00
TRIMMING PER HOUR	\$22.00	\$20.00	\$22.00	\$28.00	\$40.00
DEBRIS REMOVAL / HR	\$20.00	\$20.00	\$20.00	\$22.00	\$40.00

FRONT PAGE/INVITATION TO BID
DEPARTMENT OF PURCHASING
CITY OF FORT WAYNE, ALLEN COUNTY, INDIANA
ONE MAIN STREET - ROOM 350
PHONE 219-427-1101

BID OPENING DATE 3-21-91 @ 11:00 AM BID REFERENCE # 1560

SEALED BIDS SHOULD BE DELIVERED TO DEPARTMENT OF PURCHASING, ROOM 350, CITY-COUNTY BUILDING UP TO 11:00 A.M. ON OR BEFORE OPENING DATE.

SEALED BIDS WILL BE OPENED PUBLICLY AT 11:01 A.M. IN THE BOARD OF WORKS & SAFETY CONFERENCE ROOM ON THE THIRD FLOOR OF THE CITY-COUNTY BUILDING. "NO LATE BIDS WILL BE ACCEPTED AFTER 11:00 A.M. FOR ANY REASON WHATSOEVER".

THIS INVITATION FOR BID IS FOR WEED REMOVAL SERVICE PER

SPECIFICATIONS FOR 1991

AND REQUESTED BY NEIGHBORHOOD CODE ENFORCEMENT

THIS BID REQUIRES A XXXX \$500.00 BID BOND, CERTIFIED OR CASHIER'S CHECK OF ALL BIDDERS.

THIS BID REQUIRES A XXXX 100% PERFORMANCE BOND OF SUCCESSFUL BIDDER(S).

PROMPT PAYMENT DISCOUNTS WILL BE ALLOWED AS FOLLOWS: _____% IF PAID WITHIN _____ DAYS.

THIS INVITATION IS ISSUED TO ESTABLISH A CONTRACT TO SUPPLY THE CITY OF FORT WAYNE WITH A COMMODITY OR SERVICE IN ACCORDANCE WITH ACCOMPANYING SPECIFICATIONS.

THE EXECUTION HEREOF BY THE BIDDER IS ACCEPTANCE OF ALL TERMS AND CONDITIONS HEREIN AND IN THAT REGARD THE BIDDER AGREES TO BE BOUND BY SAME AND BE BOUND TO THE AMOUNT OF HIS/HER BID FOR A PERIOD OF NINETY (90) DAYS.

FIRM NAME Roa Lvarz Inc

STREET ADDRESS 5915 Ardmore

CITY FT WAYNE PHONE # 747-2716

BY Donald Linc
REPRESENTATIVE SIGNATURE

CITY OF FORT WAYNE
WEED PROGRAM
REQUIREMENTS

THE CITY OF FORT WAYNE, INDIANA, IS REQUESTING BIDS FOR WEED REMOVAL SERVICES FOR THE DEPARTMENT OF NEIGHBORHOOD CODE ENFORCEMENT DIVISION. (HEREIN REFERRED TO AS NCED)

NCED WILL CONTACT THE CONTRACTOR WITH THE LOCATION OF LOT(S) TO BE CUT. A REPRESENTATIVE OF NCED WILL BE PRESENT AT EACH JOB SITE TO EXPLAIN WHAT IS TO BE DONE.

CONTRACTOR WILL REMOVE ALL DEBRIS FROM THE LOT PRIOR TO CUTTING THE WEEDS. WEEDS TO BE CUT TO A HEIGHT NOT TO EXCEED THREE (3) INCHES.

CONTRACTOR WILL CUT ALL WEEDS FROM AROUND ALL TREES, SHRUBS AND OTHER VEGETATION AS DIRECTED BY NCED.

CONTRACTOR WILL REMOVE ALL CUT GRASS AND OTHER MATERIAL FROM THE JOB SITE AND ANY PUBLIC RIGHT-OF-WAY, INCLUDING SIDEWALKS, PRIOR TO LEAVING THE SITE.

AT THE CONCLUSION OF THE WORK IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO CONTACT NCED REQUESTING AN INSPECTION OF THE WORK.

WHEN THE WORK PERFORMED IS ACCEPTABLE THE APPROPRIATE AUTHORIZATIONS WILL BE INITIATED FOR PAYMENT.

ALL WORK IS TO BEGIN WITHIN 48 HOURS OF THE DATE THAT THE CALL IS PLACED TO THE CONTRACTOR BY THE NCED DEPARTMENT, AND COMPLETED WITHIN 48 HOURS AFTER THE WORK BEGINS.

CONTRACTOR MUST SUBMIT WITH HIS BID A COPY OF LIABILITY INSURANCE.

INVOICES MUST BE ITEMIZED AND SUBMITTED WITHIN 15 DAYS OF SERVICES RENDERED.

PRICES BID MUST BE EXACT AND HELD FIRM THROUGH THE TERM OF THE AGREEMENT.

THE ANNUAL NUMBER OF LOTS THAT WILL REQUIRE THIS SERVICE IS ESTIMATED AT 200. ACTUAL NUMBER MAY BE MORE OR LESS.

TERM OF AGREEMENT: MAY 15, 1991 THRU NOVEMBER 1, 1991

LABOR CHRG PER HR/MOWING:	\$ <u>25.00</u>
LABOR CHRG PER HR/TRIMMING:	\$ <u>22.00</u>
LABOR CHRG PER HR/DEBRIS REMOVAL:	\$ <u>20.00</u>

BID, OFFER OR PROPOSAL FOR SALE OR LEASE OF MATERIALS

(Defined at I.C. 36-1-2-9.3)
(Please type or print)

Date: _____

1. Governmental Unit: _____

2. County: _____

3. Bidder (Firm): _____

Address: _____

City/State: _____

4. Telephone Number: _____

5. Agent of Bidder (if applicable): _____

Pursuant to notices given, the undersigned offers bid(s) to _____ (Governmental Unit) in accordance with the following attachment(s) which specify the class or item number or description, quantity, unit, unit price and total amount.

The contract will be awarded by classes or items, in accordance with specifications. Any changes or alterations in the items specified will render such bid void as to that class or item. Bidder promises that he has not offered nor received a less price than the price stated in his bid for the materials included in said bid. Bidder further agrees that he will not withdraw his bid from the office in which it is filed. A certified check or bond shall be filed with each bid if required, and liability for breach shall be enforceable upon the contract, the bond or certified check or both as the case may be.

Signature of Bidder or Agent _____

BID OFFER OR PROPOSAL

Attach separate sheet listing each item bid based on specifications published by governing body. Following is an example of the bid format:

Class or Item	Quantity	Unit	Description	Unit Price	Amount

NON-COLLUSION AFFIDAVIT

STATE OF INDIANA)
) SS:
 COUNTY)

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

Ron L. Tice
Bidder (Firm)

Signature of Bidder or Agent _____

Subscribed and sworn to before me this 15th day of MARCH, 1991.My Commission Expires: 7-28-93County of Residence: Allen

Notary Public

J. A. N. Oswald

Notary Public Printed Name _____

ACCEPTANCE

There now being sufficient unobligated appropriated funds available, the contracting authority of _____ (Governmental Unit) hereby accepts the terms of the attached bid for classes or items numbered _____ and promises to pay the undersigned bidder upon delivery the price quoted for the materials stipulated in said bid.

Contracting Authority Members: _____

Date: _____



American States Insurance Company

INDIANAPOLIS, INDIANA

Bid Bond

Know all Men by these Presents

That we, Ron Lunz, Inc.

of Fort Wayne, Indiana (hereinafter called the Principal),
as Principal, and AMERICAN STATES INSURANCE COMPANY (hereinafter called the Surety), as Surety, are

held and firmly bound unto The City of Fort Wayne

(hereinafter called the Obligee) in the penal sum of Five Hundred Dollars and no/100

_____ Dollars (\$ 500.00) for the payment of which the Principal
and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally,
firmly by these presents.

WHEREAS, the Principal has submitted a bid for Removal of Weeds

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into
a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may
be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance
of such Contract, or in the event of the failure of the Principal to enter such Contract and give such bond or
bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the
amount specified in said bid and such larger amount for which the Obligee may in good faith contract with
another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise
to remain in full force and effect.

Signed and Sealed this 18 day of March, 1991

[Signature]
Witness

[Signature]
Ron Lunz Principal
By: President Title

[Signature]
Witness

AMERICAN STATES INSURANCE COMPANY
By [Signature]
Jimmie T. Imel Attorney-in-Fact



American States Insurance Company

INDIANAPOLIS, INDIANA

KNOW ALL MEN BY THESE PRESENTS, that American States Insurance Company, a Corporation duly organized and existing under the laws of the State of Indiana, and having its principal office in the City of Indianapolis, Indiana, hath made, constituted and appointed, and does by these presents make, constitute

and appoint _____

----- JIMMIE T. IMEL AND SHIRLEY ANN IMEL -----

(Jointly or Severally)

of Fort Wayne and State of Indiana
its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and

deliver any and all bonds, recognizances, contracts of indemnity and other conditional or obligatory undertakings, provided, however,
that the penal sum of any one such instrument executed hereunder shall not exceed

ONE HUNDRED THOUSAND AND NO/100 (\$100,000.00) DOLLARS

and to bind the Corporation thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the common seal of the Corporation and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. This Power of Attorney is executed and may be revoked pursuant to and by authority granted by Section 7.07 of the By-Laws of the American States Insurance Company, which reads as follows:

"The Chairman, the President or any vice-president (including any Executive Vice President, Senior Vice President, Second Vice President or Assistant Vice President) shall have power, by and with the concurrence with the any other officer of the Corporation, to appoint Attorneys-in-Fact as the business of the Corporation may require and to authorize any such person to execute, on behalf of the Corporation, any bonds, recognizances, stipulations and undertakings, whether by way of surety or otherwise."

IN WITNESS WHEREOF, American States Insurance Company has caused these presents to be signed by its Vice-President, attested by its

Assistant Vice-President and its corporate seal to be hereto affixed this 21st day of March

A.D. 19 90

AMERICAN STATES INSURANCE COMPANY

ATTEST:

Jimmie T. Imel
Assistant Vice-President

By

Joseph F. Heim
Second Vice-President



STATE OF INDIANA }
COUNTY OF MARION } SS

On this 21st day of March, A.D., 19 90, before me personally came

Joseph F. Heim

, to me known, who being by me duly sworn, acknowledged the execution of the above instrument and did depose and say: that he is a Vice-President of American States Insurance Company; that he knows the seal of said Corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of the Board of Directors of said Corporation; and that he signed his name thereto under like authority. And said _____

Joseph F. Heim further said that he is acquainted with John J. Rosich and knows him to be the Assistant Vice-President of said Corporation; and that he executed the above instrument.

Barbara Ponsler
Notary Public

BARBARA PONSLER, NOTARY PUBLIC
MARION COUNTY, STATE OF INDIANA
MY COMMISSION EXPIRES: 10/2/92

STATE OF INDIANA }
COUNTY OF MARION } SS

I, John J. Rosich, the Assistant Vice-President of AMERICAN STATES INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said AMERICAN STATES INSURANCE COMPANY, which is still in force and effect.

This Certificate may be signed and sealed by facsimile under and by the authority of Section 8.03 of the By-Laws of AMERICAN STATES INSURANCE COMPANY which reads as follows:

"All policies and other instruments of insurance issued by the Corporation shall be signed on behalf of the Corporation by the Chairman, the President or any vice-president (including any Executive Vice President, Senior Vice President, Vice President, Second Vice President or Assistant Vice President) and the secretary, or an assistant secretary, or other officer, whose signatures, if the instrument is duly countersigned by an authorized representative of the Corporation, may be facsimiles. Such signatures and facsimiles thereof shall be authorized and binding upon the Corporation notwithstanding the fact that any such officer shall have ceased to be such officer at the time such policy or other instrument of insurance shall have been actually issued by the Corporation."

In witness whereof, I have hereunto set my hand and affixed the seal of said Corporation, this 18 day of March

A.D., 19 91

Jimmie T. Imel
Assistant Vice-President



FRONT PAGE/INVITATION TO BID
DEPARTMENT OF PURCHASING
CITY OF FORT WAYNE, ALLEN COUNTY, INDIANA
ONE MAIN STREET - ROOM 350
PHONE 219-427-1101

BID OPENING DATE 3-21-91 @ 11:00 AM BID REFERENCE # 1560

SEALED BIDS SHOULD BE DELIVERED TO DEPARTMENT OF PURCHASING, ROOM 350, CITY-COUNTY BUILDING UP TO 11:00 A.M. ON OR BEFORE OPENING DATE.

SEALED BIDS WILL BE OPENED PUBLICLY AT 11:01 A.M. IN THE BOARD OF WORKS & SAFETY CONFERENCE ROOM ON THE THIRD FLOOR OF THE CITY-COUNTY BUILDING. "NO LATE BIDS WILL BE ACCEPTED AFTER 11:00 A.M. FOR ANY REASON WHATSOEVER".

THIS INVITATION FOR BID IS FOR WEED REMOVAL SERVICE PER
SPECIFICATIONS FOR 1991

AND REQUESTED BY NEIGHBORHOOD CODE ENFORCEMENT

THIS BID REQUIRES A XXXX \$500.00 BID BOND, CERTIFIED OR CASHIER'S CHECK OF ALL BIDDERS.

THIS BID REQUIRES A XXXX 100% PERFORMANCE BOND OF SUCCESSFUL BIDDER(S).

PROMPT PAYMENT DISCOUNTS WILL BE ALLOWED AS FOLLOWS: _____ %
IF PAID WITHIN _____ DAYS.

THIS INVITATION IS ISSUED TO ESTABLISH A CONTRACT TO SUPPLY THE CITY OF FORT WAYNE WITH A COMMODITY OR SERVICE IN ACCORDANCE WITH ACCOMPANYING SPECIFICATIONS.

THE EXECUTION HEREOF BY THE BIDDER IS ACCEPTANCE OF ALL TERMS AND CONDITIONS HEREIN AND IN THAT REGARD THE BIDDER AGREES TO BE BOUND BY SAME AND BE BOUND TO THE AMOUNT OF HIS/HER BID FOR A PERIOD OF NINETY (90) DAYS.

FIRM NAME Inge Lawn Service

STREET ADDRESS P.O. Box 15242

CITY Ft. Wayne IN. PHONE # (219) 486-0292

BY St. Barbara Inge
REPRESENTATIVE SIGNATURE

CITY OF FORT WAYNE
WEED PROGRAM
REQUIREMENTS

THE CITY OF FORT WAYNE, INDIANA, IS REQUESTING BIDS FOR WEED REMOVAL SERVICES FOR THE DEPARTMENT OF NEIGHBORHOOD CODE ENFORCEMENT DIVISION. (HEREIN REFERRED TO AS NCED)

NCED WILL CONTACT THE CONTRACTOR WITH THE LOCATION OF LOT(S) TO BE CUT. A REPRESENTATIVE OF NCED WILL BE PRESENT AT EACH JOB SITE TO EXPLAIN WHAT IS TO BE DONE.

CONTRACTOR WILL REMOVE ALL DEBRIS FROM THE LOT PRIOR TO CUTTING THE WEEDS. WEEDS TO BE CUT TO A HEIGHT NOT TO EXCEED THREE (3) INCHES.

CONTRACTOR WILL CUT ALL WEEDS FROM AROUND ALL TREES, SHRUBS AND OTHER VEGETATION AS DIRECTED BY NCED.

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AT THE CONCLUSION OF THE WORK IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO CONTACT NCED REQUESTING AN INSPECTION OF THE WORK.

WHEN THE WORK PERFORMED IS ACCEPTABLE THE APPROPRIATE AUTHORIZATIONS WILL BE INITIATED FOR PAYMENT.

ALL WORK IS TO BEGIN WITHIN 48 HOURS OF THE DATE THAT THE CALL IS PLACED TO THE CONTRACTOR BY THE NCED DEPARTMENT, AND COMPLETED WITHIN 48 HOURS AFTER THE WORK BEGINS.

CONTRACTOR MUST SUBMIT WITH HIS BID A COPY OF LIABILITY INSURANCE.

INVOICES MUST BE ITEMIZED AND SUBMITTED WITHIN 15 DAYS OF SERVICES RENDERED.

PRICES BID MUST BE EXACT AND HELD FIRM THROUGH THE TERM OF THE AGREEMENT.

THE ANNUAL NUMBER OF LOTS THAT WILL REQUIRE THIS SERVICE IS ESTIMATED AT 200. ACTUAL NUMBER MAY BE MORE OR LESS.

TERM OF AGREEMENT: MAY 15, 1991 THRU NOVEMBER 1, 1991

LABOR CHRG PER HR/MOWING:

\$20⁰⁰

LABOR CHRG PER HR/TRIMMING:

\$20⁰⁰

LABOR CHRG PER HR/DEBRIS REMOVAL:

\$20⁰⁰

BID, OFFER OR PROPOSAL FOR SALE OR LEASE OF MATERIALS

(Defined at I.C. 36-1-2-9.5)
(Please type or print)

1. Governmental Unit: City of Ft. Wayne Date: _____
 2. County: Allen
 3. Bidder (Firm): Inge Lawn Service
 Address: P.O. Box 15242
 City/State: Ft. Wayne IN
 4. Telephone Number: (219) 486-0292
 5. Agent of Bidder (if applicable): J. Barkman Inge

Pursuant to notices given, the undersigned offers bid(s) to City of Ft. Wayne (Governmental Unit) in accordance with the following attachment(s) which specify the class or item number or description, quantity, unit, unit price and total amount.

The contract will be awarded by classes or items, in accordance with specifications. Any changes or alterations in the items specified will render such bid void as to that class or item. Bidder promises that he has not offered nor received a less price than the price stated in his bid for the materials included in said bid. Bidder further agrees that he will not withdraw his bid from the office in which it is filed. A certified check or bond shall be filed with each bid if required, and liability for breach shall be enforceable upon the contract, the bond or certified check or both as the case may be.

J. Barkman Inge (Inge Lawn Service)
 Signature of Bidder or Agent

BID OFFER OR PROPOSAL

Attach separate sheet listing each item bid based on specifications published by governing body. Following is an example of the bid format:

Class or Item	Quantity	Unit	Description	Unit Price	Amount

NON-COLLUSION AFFIDAVIT

STATE OF INDIANA)
) SS:
Allen COUNTY)

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

Inge Lawn Service
 Bidder (Firm)
J. Barkman Inge
 Signature of Bidder or Agent

Subscribed and sworn to before me this 12th day of March, 1991.
 My Commission Expires: Jan 27, 1994
 County of Residence: Allen

Patricia L. Rybolt
 Notary Public
Patricia L. Rybolt
 Notary Public Printed Name

ACCEPTANCE

There now being sufficient unobligated appropriated funds available, the contracting authority of _____ (Governmental Unit) hereby accepts the terms of the attached bid for classes or items numbered _____ and promises to pay the undersigned bidder upon delivery the price quoted for the materials stipulated in said bid.

Contracting Authority Members:

Date: _____

FRONT PAGE/INVITATION TO BID
DEPARTMENT OF PURCHASING
CITY OF FORT WAYNE, ALLEN COUNTY, INDIANA
ONE MAIN STREET - ROOM 350
PHONE 219-427-1101

BID OPENING DATE 3-21-91 @ 11:00 AM BID REFERENCE # 1560

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FIRM NAME SIEBOLD-PRICE TREE & LANDSCAPE CO

STREET ADDRESS 2040 HENRIETTA ST

CITY FT WAYNE PHONE # 432-0124

BY Robert A. Vior
REPRESENTATIVE SIGNATURE

CITY OF FORT WAYNE
WEED PROGRAM
REQUIREMENTS

THE CITY OF FORT WAYNE, INDIANA, IS REQUESTING BIDS FOR WEED REMOVAL SERVICES FOR THE DEPARTMENT OF NEIGHBORHOOD CODE ENFORCEMENT DIVISION. (HEREIN REFERRED TO AS NCED)

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THE ANNUAL NUMBER OF LOTS THAT WILL REQUIRE THIS SERVICE IS ESTIMATED AT 200. ACTUAL NUMBER MAY BE MORE OR LESS.

TERM OF AGREEMENT: MAY 15, 1991 THRU NOVEMBER 1, 1991

LABOR CHRG PER HR/MOWING:

\$ 25.00

LABOR CHRG PER HR/TRIMMING:

\$ 22.00

LABOR CHRG PER HR/DEBRIS REMOVAL:

\$ 20.00

BID, OFFER OR PROPOSAL FOR SALE OR LEASE OF MATERIALS

(Defined at I.C. 36-1-2-9.3)
(Please type or print)

Date: 3-19-91

1. Governmental Unit: FORT WAYNE CITY

2. County: ALLEN

3. Bidder (Firm): SIEBOLD-PRICE TREE & LANDSCAPE CO
Address: 2080 HENRIETTA ST
City/State: FT WAYNE IN 46802

4. Telephone Number: 432-0124

5. Agent of Bidder (if applicable): _____

Pursuant to notices given, the undersigned offers bid(s) to _____ (Governmental Unit) in accordance with the following attachment(s) which specify the class or item number or description, quantity, unit, unit price and total amount.

The contract will be awarded by classes or items, in accordance with specifications. Any changes or alterations in the items specified will render such bid void as to that class or item. Bidder promises that he has not offered nor received a less price than the price stated in his bid for the materials included in said bid. Bidder further agrees that he will not withdraw his bid from the office in which it is filed. A certified check or bond shall be filed with each bid if required, and liability for breach shall be enforceable upon the contract, the bond or certified check or both as the case may be.

[Signature]
Signature of Bidder or Agent

BID OFFER OR PROPOSAL

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Class or Item	Quantity	Unit	Description	Unit Price	Amount

NON-COLLUSION AFFIDAVIT

STATE OF INDIANA)
) SS:
 COUNTY)

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

SIEBOLD-PRICE TREE & LANDSCAPE CO.
Bidder (Firm)

[Signature]
Signature of Bidder or Agent

Subscribed and sworn to before me this 20th day of March 19 91

My Commission Expires: 12/13/94

County of Residence: Allen

[Signature]
Notary Public

Mary J. Roth

Notary Public Printed Name

ACCEPTANCE

There now being sufficient unobligated appropriated funds available, the contracting authority of _____ (Governmental Unit) hereby accepts the terms of the attached bid for classes or items numbered _____ and promises to pay the undersigned bidder upon delivery the price quoted for the materials stipulated in said bid.

Contracting Authority Members:

Date: _____

FRONT PAGE/INVITATION TO BID
DEPARTMENT OF PURCHASING
CITY OF FORT WAYNE, ALLEN COUNTY, INDIANA
ONE MAIN STREET - ROOM 350
PHONE 219-427-1101

BID OPENING DATE 3-21-91 @ 11:00 AM BID REFERENCE # 1560

SEALED BIDS SHOULD BE DELIVERED TO DEPARTMENT OF PURCHASING, ROOM 350, CITY-COUNTY BUILDING UP TO 11:00 A.M. ON OR BEFORE OPENING DATE.

SEALED BIDS WILL BE OPENED PUBLICLY AT 11:01 A.M. IN THE BOARD OF WORKS & SAFETY CONFERENCE ROOM ON THE THIRD FLOOR OF THE CITY-COUNTY BUILDING. "NO LATE BIDS WILL BE ACCEPTED AFTER 11:00 A.M. FOR ANY REASON WHATSOEVER".

THIS INVITATION FOR BID IS FOR WEED REMOVAL SERVICE PER
SPECIFICATIONS FOR 1991

AND REQUESTED BY NEIGHBORHOOD CODE ENFORCEMENT

THIS BID REQUIRES A XXXX \$500.00 BID BOND, CERTIFIED OR CASHIER'S CHECK OF ALL BIDDERS.

THIS BID REQUIRES A XXXX 100% PERFORMANCE BOND OF SUCCESSFUL BIDDER(S).

PROMPT PAYMENT DISCOUNTS WILL BE ALLOWED AS FOLLOWS: %
IF PAID WITHIN DAYS.

THIS INVITATION IS ISSUED TO ESTABLISH A CONTRACT TO SUPPLY THE CITY OF FORT WAYNE WITH A COMMODITY OR SERVICE IN ACCORDANCE WITH ACCOMPANYING SPECIFICATIONS.

THE EXECUTION HEREOF BY THE BIDDER IS ACCEPTANCE OF ALL TERMS AND CONDITIONS HEREIN AND IN THAT REGARD THE BIDDER AGREES TO BE BOUND BY SAME AND BE BOUND TO THE AMOUNT OF HIS/HER BID FOR A PERIOD OF NINETY (90) DAYS.

FIRM NAME T.R. YARBERRY LANDSCAPE

STREET ADDRESS 3907 E. ST. RD. 232

CITY Anderson IN PHONE # 317-642-2824

BY Donald R. Yarberry
REPRESENTATIVE SIGNATURE

CITY OF FORT WAYNE
WEED PROGRAM
REQUIREMENTS

THE CITY OF FORT WAYNE, INDIANA, IS REQUESTING BIDS FOR WEED REMOVAL SERVICES FOR THE DEPARTMENT OF NEIGHBORHOOD CODE ENFORCEMENT DIVISION. (HEREIN REFERRED TO AS NCED)

NCED WILL CONTACT THE CONTRACTOR WITH THE LOCATION OF LOT(S) TO BE CUT. A REPRESENTATIVE OF NCED WILL BE PRESENT AT EACH JOB SITE TO EXPLAIN WHAT IS TO BE DONE.

CONTRACTOR WILL REMOVE ALL DEBRIS FROM THE LOT PRIOR TO CUTTING THE WEEDS. WEEDS TO BE CUT TO A HEIGHT NOT TO EXCEED THREE (3) INCHES.

CONTRACTOR WILL CUT ALL WEEDS FROM AROUND ALL TREES, SHRUBS AND OTHER VEGETATION AS DIRECTED BY NCED.

CONTRACTOR WILL REMOVE ALL CUT GRASS AND OTHER MATERIAL FROM THE JOB SITE AND ANY PUBLIC RIGHT-OF-WAY, INCLUDING SIDEWALKS, PRIOR TO LEAVING THE SITE.

AT THE CONCLUSION OF THE WORK IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO CONTACT NCED REQUESTING AN INSPECTION OF THE WORK.

WHEN THE WORK PERFORMED IS ACCEPTABLE THE APPROPRIATE AUTHORIZATIONS WILL BE INITIATED FOR PAYMENT.

ALL WORK IS TO BEGIN WITHIN 48 HOURS OF THE DATE THAT THE CALL IS PLACED TO THE CONTRACTOR BY THE NCED DEPARTMENT, AND COMPLETED WITHIN 48 HOURS AFTER THE WORK BEGINS.

CONTRACTOR MUST SUBMIT WITH HIS BID A COPY OF LIABILITY INSURANCE.

INVOICES MUST BE ITEMIZED AND SUBMITTED WITHIN 15 DAYS OF SERVICES RENDERED.

PRICES BID MUST BE EXACT AND HELD FIRM THROUGH THE TERM OF THE AGREEMENT.

THE ANNUAL NUMBER OF LOTS THAT WILL REQUIRE THIS SERVICE IS ESTIMATED AT 200. ACTUAL NUMBER MAY BE MORE OR LESS.

TERM OF AGREEMENT: MAY 15, 1991 THRU NOVEMBER 1, 1991

LABOR CHRG PER HR/MOWING:

\$35⁰⁰

LABOR CHRG PER HR/TRIMMING:

\$28⁰⁰

LABOR CHRG PER HR/DEBRIS REMOVAL:

\$22⁰⁰

BID, OFFER OR PROPOSAL FOR SALE OR LEASE OF MATERIALS

(Defined at I.C. 36-1-2-9.5)
(Please type or print)

Date: 3-6-91
 1. Governmental Unit: Dept. of Purchasing City of Ft. Wayne
 2. County: Allen Co.
 3. Bidder (Firm): T.R. Vapberry Landscape
 Address: 3907 E. St Rd. 432 And.
 City/State: Anderson, IN 46013
 4. Telephone Number: 317-642-2829
 5. Agent of Bidder (if applicable): Todd Vapberry

Pursuant to notices given, the undersigned offers bid(s) to City of Ft. Wayne (Governmental Unit) in accordance with the following attachment(s) which specify the class or item number or description, quantity, unit, unit price and total amount.

The contract will be awarded by classes or items, in accordance with specifications. Any changes or alterations in the items specified will render such bid void as to that class or item. Bidder promises that he has not offered nor received a less price than the price stated in his bid for the materials included in said bid. Bidder further agrees that he will not withdraw his bid from the office in which it is filed. A certified check or bond shall be filed with each bid if required, and liability for breach shall be enforceable upon the contract, the bond or certified check or both as the case may be.

Todd R. Vapberry
 Signature of Bidder or Agent

BID OFFER OR PROPOSAL

Attach separate sheet listing each item bid based on specifications published by governing body. Following is an example of the bid format:

Class or Item	Quantity	Unit	Description	Unit Price	Amount

NON-COLLUSION AFFIDAVIT

STATE OF INDIANA)
) SS:
 COUNTY)

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

T.R. Vapberry Landscape
 Bidder (Firm)

Todd R. Vapberry
 Signature of Bidder or Agent

Subscribed and sworn to before me this 6 day of MARCH, 1991.

My Commission Expires: _____

County of Residence: _____

Lynn Calder
 Notary Public Printed Name

ACCEPTANCE

There now being sufficient unobligated appropriated funds available, the contracting authority of _____ (Governmental Unit) hereby accepts the terms of the attached bid for classes or items numbered _____ and promises to pay the undersigned bidder upon delivery the price quoted for the materials stipulated in said bid.

Contracting Authority Members: _____

Date: _____

FRONT PAGE/INVITATION TO BID
DEPARTMENT OF PURCHASING
CITY OF FORT WAYNE, ALLEN COUNTY, INDIANA
ONE MAIN STREET - ROOM 350
PHONE 219-427-1101

BID OPENING DATE 3-21-91 @ 11:00 AM BID REFERENCE # 1560

SEALED BIDS SHOULD BE DELIVERED TO DEPARTMENT OF PURCHASING, ROOM 350, CITY-COUNTY BUILDING UP TO 11:00 A.M. ON OR BEFORE OPENING DATE.

SEALED BIDS WILL BE OPENED PUBLICLY AT 11:01 A.M. IN THE BOARD OF WORKS & SAFETY CONFERENCE ROOM ON THE THIRD FLOOR OF THE CITY-COUNTY BUILDING. "NO LATE BIDS WILL BE ACCEPTED AFTER 11:00 A.M. FOR ANY REASON WHATSOEVER".

THIS INVITATION FOR BID IS FOR WEED REMOVAL SERVICE PER

SPECIFICATIONS FOR 1991

AND REQUESTED BY NEIGHBORHOOD CODE ENFORCEMENT

THIS BID REQUIRES A XXXX \$500.00 BID BOND, CERTIFIED OR CASHIER'S CHECK, OF ALL BIDDERS.

THIS BID REQUIRES A XXXX 100% PERFORMANCE BOND OF SUCCESSFUL BIDDER(S).

PROMPT PAYMENT DISCOUNTS WILL BE ALLOWED AS FOLLOWS: 2 %
IF PAID WITHIN 10 DAYS.

THIS INVITATION IS ISSUED TO ESTABLISH A CONTRACT TO SUPPLY THE CITY OF FORT WAYNE WITH A COMMODITY OR SERVICE IN ACCORDANCE WITH ACCOMPANYING SPECIFICATIONS.

THE EXECUTION HEREOF BY THE BIDDER IS ACCEPTANCE OF ALL TERMS AND CONDITIONS HEREIN AND IN THAT REGARD THE BIDDER AGREES TO BE BOUND BY SAME AND BE BOUND TO THE AMOUNT OF HIS/HER BID FOR A PERIOD OF NINETY (90) DAYS.

FIRM NAME Reinhart's Landscaping Inc.

STREET ADDRESS 316 S. 11th ST.

CITY Decatur PHONE # 724-7049

BY Barry G. Reinhart
REPRESENTATIVE SIGNATURE

CITY OF FORT WAYNE
WEED PROGRAM
REQUIREMENTS

THE CITY OF FORT WAYNE, INDIANA, IS REQUESTING BIDS FOR WEED REMOVAL SERVICES FOR THE DEPARTMENT OF NEIGHBORHOOD CODE ENFORCEMENT DIVISION. (HEREIN REFERRED TO AS NCED)

NCED WILL CONTACT THE CONTRACTOR WITH THE LOCATION OF LOT(S) TO BE CUT. A REPRESENTATIVE OF NCED WILL BE PRESENT AT EACH JOB SITE TO EXPLAIN WHAT IS TO BE DONE.

CONTRACTOR WILL REMOVE ALL DEBRIS FROM THE LOT PRIOR TO CUTTING THE WEEDS. WEEDS TO BE CUT TO A HEIGHT NOT TO EXCEED THREE (3) INCHES.

CONTRACTOR WILL CUT ALL WEEDS FROM AROUND ALL TREES, SHRUBS AND OTHER VEGETATION AS DIRECTED BY NCED.

CONTRACTOR WILL REMOVE ALL CUT GRASS AND OTHER MATERIAL FROM THE JOB SITE AND ANY PUBLIC RIGHT-OF-WAY, INCLUDING SIDEWALKS, PRIOR TO LEAVING THE SITE.

AT THE CONCLUSION OF THE WORK IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO CONTACT NCED REQUESTING AN INSPECTION OF THE WORK.

WHEN THE WORK PERFORMED IS ACCEPTABLE THE APPROPRIATE AUTHORIZATIONS WILL BE INITIATED FOR PAYMENT.

ALL WORK IS TO BEGIN WITHIN 48 HOURS OF THE DATE THAT THE CALL IS PLACED TO THE CONTRACTOR BY THE NCED DEPARTMENT, AND COMPLETED WITHIN 48 HOURS AFTER THE WORK BEGINS.

CONTRACTOR MUST SUBMIT WITH HIS BID A COPY OF LIABILITY INSURANCE.

INVOICES MUST BE ITEMIZED AND SUBMITTED WITHIN 15 DAYS OF SERVICES RENDERED.

PRICES BID MUST BE EXACT AND HELD FIRM THROUGH THE TERM OF THE AGREEMENT.

THE ANNUAL NUMBER OF LOTS THAT WILL REQUIRE THIS SERVICE IS ESTIMATED AT 200. ACTUAL NUMBER MAY BE MORE OR LESS.

TERM OF AGREEMENT: MAY 15, 1991 THRU NOVEMBER 1, 1991

LABOR CHRG PER HR/MOWING:

\$ 45

LABOR CHRG PER HR/TRIMMING:

\$ 40

LABOR CHRG PER HR/DEBRIS REMOVAL:

\$ 40

BID, OFFER OR PROPOSAL FOR SALE OR LEASE OF MATERIALS

(Defined at I.C. 36-1-2-9.3)
(Please type or print)

Date: MAR 21, 1991

1. Governmental Unit: CITY OF FT. WAYNE

2. County: ALLEN

3. Bidder (Firm): Reinhart's Landscape

Address: 316 S. 11th St.

City/State: DECATUR IN.

4. Telephone Number: 724-7099

5. Agent of Bidder (if applicable): Rick Reinhart

Pursuant to notices given, the undersigned offers bid(s) to CITY OF FT. WAYNE (Governmental Unit) in accordance with the following attachment(s) which specify the class or item number or description, quantity, unit, unit price and total amount.

The contract will be awarded by classes or items, in accordance with specifications. Any changes or alterations in the items specified will render such bid void as to that class or item. Bidder promises that he has not offered nor received a less price than the price stated in his bid for the materials included in said bid. Bidder further agrees that he will not withdraw his bid from the office in which it is filed. A certified check or bond shall be filed with each bid if required, and liability for breach shall be enforceable upon the contract, the bond or certified check or both as the case may be.

Rick Reinhart
Signature of Bidder or Agent

BID OFFER OR PROPOSAL

Attach separate sheet listing each item bid based on specifications published by governing body. Following is an example of the bid format:

Class or Item	Quantity	Unit	Description	Unit Price	Amount
1.			Tractor Mowing	\$45/hr.	
2.			Pickup Trash	\$40/hr.	
			LABOR Trimming		

NON-COLLUSION AFFIDAVIT

STATE OF INDIANA)
) SS:
COUNTY)

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

Reinhart's Landscaping
Bidder (Firm)

Rick Reinhart
Signature of Bidder or Agent

Subscribed and sworn to before me this 21 day of March, 1991.

My Commission Expires: 9/28/94

County of Residence: Adams

Linda S. Steury
Notary Public
Linda S. Steury
Notary Public Printed Name

ACCEPTANCE

There now being sufficient unobligated appropriated funds available, the contracting authority of _____ (Governmental Unit) hereby accepts the terms of the attached bid for classes or items numbered _____ and promises to pay the undersigned bidder upon delivery the price quoted for the materials stipulated in said bid.

Contracting Authority Members:

Date: _____

Fidelity and Deposit Company

HOME OFFICE

OF MARYLAND

BALTIMORE, MD. 21203

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, REINHART'S LANDSCAPING, INC.P.O. BOX 282DECATUR, IN 46733

....., as Principal, (hereinafter called the "Principal"), and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, of Baltimore, Maryland, a corporation duly organized under the laws of the State of Maryland, as Surety, (hereinafter called the "Surety"), are held and firmly bound unto City of Fort Wayne

..... as Oblige, (hereinafter called the "Obligee"),

in the sum of Five Hundred and no/100- - - - - - Dollars (\$500.00), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Neighborhood Code Enforcement according to all plans and specifications.

NOW, THEREFORE, if the Oblige shall accept the bid of the Principal and the Principal shall enter into a contract with the Oblige in accordance with the terms of such bid and give such bond or bonds as may be specified in the bidding or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter into such contract and give such bond or bonds, if the Principal shall pay to the Oblige the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Oblige may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this Twenty-first (21st) day of March A.D. 1991

Linda S. Steury
Witness

REINHART'S LANDSCAPING, INC. (SEAL)

Principal

BY: [Signature]

President

Title

FIDELITY AND DEPOSIT COMPANY OF MARYLAND
Surety

Tyler G. Hill
Witness

By Katrina I. Waltmire (SEAL)
Title
Katrina I. Waltmire, Attorney-in-Fact

Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

HOME OFFICE, BALTIMORE, MD

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by C. M. PECOT, JR., Vice-President, and C. W. ROBBINS, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint Theodore G. Hill and Katrina I. Waltmire, both of Decatur, Indiana, EACH.....

its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings.....

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of Theodore G. Hill and Katrina I. Waltmire, dated, February 18, 1987.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 7th day of December, A.D. 1987

ATTEST:



FIDELITY AND DEPOSIT COMPANY OF MARYLAND

C. W. Robbins
Assistant Secretary

By

C. M. Pecot, Jr.
Vice-President

STATE OF MARYLAND
CITY OF BALTIMORE

ss:

On this 7th day of December, A.D. 1987, before the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and qualified, came the above-named Vice-President and Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal, at the City of Baltimore, the day and year first above written.



Carolyn J. Pross
Notary Public Commission Expires July 1, 1990

CERTIFICATE

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2, of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 16th day of July, 1969.

RESOLVED: "That the facsimile or mechanically reproduced signature of any Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company, this 21st day of March, 1991.

044-2745

Christopher T. Beldan
Assistant Secretary

Read the first time in full and on motion by GiaQuinta
seconded by E. Burns, and duly adopted, read the second time
title and referred to the Committee on Finance (and the
City Plan Commission for recommendation) and Public Hearing to be held after
due legal notice, at the Council Conference Room 128, City-County Building,
Fort Wayne, Indiana, on _____, the _____
of _____, 19____, at _____ o'clock _____ M., E.S.

DATED: 4-9-91

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Edmond
seconded by _____, and duly adopted, placed on its
passage. PASSED lost by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT
TOTAL VOTES	<u>7</u>			<u>2</u>
BRADBURY	<u>✓</u>			
BURNS	<u>✓</u>			
EDMONDS				<u>✓</u>
GiaQUINTA				<u>✓</u>
HENRY	<u>✓</u>			
LONG	<u>✓</u>			
REDD	<u>✓</u>			
SCHMIDT	<u>✓</u>			
TALARICO	<u>✓</u>			

DATED: 4-23-91

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne,
Indiana, as (ANNEXATION) _____ (APPROPRIATION) _____ (GENERAL) _____
(SPECIAL) _____ (ZONING MAP) _____ ORDINANCE RESOLUTION NO. S-98-91
on the 23rd day of April, 1991.

Sandra E. Kennedy ATTEST
SANDRA E. KENNEDY, CITY CLERK

SEAL
Samuel J. Talarico
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on
the 24th day of April, 1991
at the hour of 11:30 o'clock A. M., E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 24th day of April
1991, at the hour of 2:15 o'clock P. M., E.S.T.

PAUL HELMKE
PAUL HELMKE, MAYOR

DIGEST SHEET

TITLE OF ORDINANCE: Special

DEPARTMENT REQUESTING ORDINANCE: Purchasing

SYNOPSIS OF ORDINANCE: An ordinance approving the award of Ref. No. 1560 for mowing and trimming services for the NCED Department for 1991. The cost reflects the lowest and most responsive of five (5) vendors.

IF NOT LOWEST, WHO WAS AND WHY WERE THEY NOT AWARDED:

EFFECT OF PASSAGE: Allows the City to mow and clean areas that are in violation of the City Weed Ordinance.

IF REPLACEMENT, WHAT NECESSITATES:

51-04-02

EFFECT OF NON-PASSAGE: Could not keep these areas from violation and could be a safety and health hazard.

PRIOR APPROVAL REQUESTED:

MONIES INVOLVED:	Ron Lunz	\$15,000.00
	Inge Lawn	\$15,000.00
	Siebold Price	\$15,000.00
	Yarberry	\$8,000.00
	Reinhart's	\$8,000.00

(These figures may be higher or lower for each vendor depending on the size of the lots and the needs of the Department)

PRICE AGREEMENT: Yes

PURCHASE ORDER:

ACCOUNT INFORMATION:	N C E D	010-008-SHED-4364
		177-008-EZW7-4364

PRIOR APPROVAL:
(IF APPLICABLE)

DATE:

BILL NO. S-91-04-02

REPORT OF THE COMMITTEE ON FINANCE

MARK E. GIAQUINTA, CHAIRMAN
DONALD J. SCHMIDT, VICE CHAIRMAN
BRADBURY, REDD, BURNS

WE, YOUR COMMITTEE ON FINANCE TO WHOM WAS

REFERRED AN (ORDINANCE) (~~RESOLUTION~~) approving the awarding
of Reference #1560 by the City of Fort Wayne, Indiana, by
and through its Department of Purchasing and RON LUNZ INC.:
INGE LAWN SERVICE: SIEBOLD-PRICE TREE & LANDSCAPE CO.: T. R.
YARBERRY LANDSCAPE: AND REINHART'S LANDSCAPING INC. for the
Neighborhood Code Enforcement Department

HAVE HAD SAID (ORDINANCE) (~~RESOLUTION~~) UNDER CONSIDERATION
AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID
(ORDINANCE) (~~RESOLUTION~~)

DO PASS

DO NOT PASS

ABSTAIN

NO REC

Mark E. Giaquinta
Donald J. Schmidt
Bradbury
Reid

DATED: 4-23-91.

Sandra E. Kennedy
City Clerk